BILL NO. S-82-11-26

SPECIAL ORDINANCE NO. S-224-82

AN ORDINANCE approving Street Improvement Resolution No. 5948-82, Sixth Councilmanic District (1982 Resurfacing), with Brooks Construction Company, Inc., in connection with the Board of Public Works.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain Contract dated September 15, 1982, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works and Brooks Construction Company, Inc., for:

> the resurfacing and restoration of pavement on the following streets: Hanna; Spatz Avenue, from the south curb line of McKinnie Avenue to the south property line of Sherwood Terrace; Spatz Avenue from the north property line of Maple Grove Avenue to the north curb line of Pettit Avenue; March Lane; Queen Street; Werling Drive; Atwood Drive; Weisser Park Avenue, from the south curb line of McKinnie Avenue to the north curb line of Pettit Avenue; Weisser Park Avenue from the south curb line of Rudisill Boulevard to the north curb line of Baxter Street; West Colonial Avenue; Willoughby Place; Billington Place; S. W. Anthony Wayne; Pettit Avenue; Winter Street; Woodsdale Drive; Roberta Drive; Salem Lane; Palisade Drive, from the east curb line of Fruehauf Drive to the west curb line of Salem Lane; Palisade Drive from the west curb line of Radcliff Drive to the east property line of Cascade Drive; Ashcroft Drive; Winston Drive; Marvin Drive; Austin Drive; Maple Grove Avenue; Christofer Lane; Mauldin Drive; Evans Street; Drexel Avenue; Trentman Avenue; Travers Place; and Maverick Place

under Board of Public Works Street Improvement Resolution No. 5948-82, involving a total cost of Five Hundred Fourteen Thousand One Hundred Eighty-Nine and 11/100 Dollars ($514,189.11), all as more particularly set forth in said Resolution and Contract, and which is on file with the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and

approved. Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Stier, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ________, the ________ day of ________, 19__, at ________ o'clock __.M.,E.S.T.

DATE: 11-23-82

C. W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Stier, seconded by Eisbart, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
SCHMIDT	✓				
SCHOMBURG	✓				
SCRUGGS	✓				
STIER	✓				
TALARICO	✓				

DATE: 12-14-82

C. W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) (APPROPRIATION) ORDINANCE ~~(RESOLUTION)~~ NO. S-224-82 on the 14th day of December, 1982.

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of December, 1982, at the hour of 11:30 o'clock A.M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 17th day of December 1982, at the hour of 4 o'clock P.M.,E.S.T.

[signature]
WIN MOSES, JR. - MAYOR

BILL NO. S-82-11-26

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving Street Improvement Resolution No. 5948-82, Sixth Councilmanic District (1982 Resurfacing), with Brooks Construction Company, Inc., in connection with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

JAMES S. STIER, CHAIRMAN	James S. Stier
BEN A. EISBART, VICE CHAIRMAN	
VICTURE L. SCRUGGS	Victure L. Scruggs
MARK E. GiaQUINTA	Mark E. GiaQuinta
DONALD J. SCHMIDT	D. Schmidt

CONCURRED IN 12-14-82

DATE ______ CHARLES W. WESTERMAN, CITY CLERK

SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING
RATIFICATION

2

CONTRACT

23-91-23.
9/15/82

This Agreement, made and entered into this 15th day of September, 1982

by and between ------------------ BROOKS CONSTRUCTION COMPANY, INC. ----------------

------------------------ 1123 BARTHOLD STREET, FORT WAYNE, INDIANA 46898 ---------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Improvement Resolution No. 5948-82 the 6th Councilmanic District (1982 Resurfacing) - See attached copy of Improvement Resolution for detailed list of streets.

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXXXfeet withXXXXXXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5948-82 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Pavement Removal	One dollar and no cents per square yard	1.00
H.A.C. #9 Binder	Nineteen dollars and no cents per ton	19.00
H.A.C. #11 Binder	Twenty-three dollars and no cents per ton	23.00
H.A.C. #53 Base	Nineteen dollars and no cents per ton	19.00
H.A.C. A-2 Surface	Twenty-four dollars and ninety-three cents per ton	24.93
Joint & Crack Sealer	Five hundred and forty dollars and no cents per ton	540.00
C.B.'s - Adjust & Set to Grade	One hundred and fifteen dollars and no cents per each	115.00
M.H.'s - Adjust & Set to Grade	One hundred and fifteen dollars and no cents per each	115.00
Standard C.B.'s (In Place)	Twelve hundred dollars and no cents per each	1,200.00
Water Valves - Adjust & Set to Grade	Forty-seven dollars and no cents per each	47.00

Continued....

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5948-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Sept. 30, 19 82 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date ______, 19__ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this *15th* day of *September*, 19 *82*

ATTEST:

[signature]

Corporate Secretary

BROOKS CONSTRUCTION COMPANY, INC.

BY: *Robert L. Brooks*

ITS: *President*

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[signature]

[signature]

______

______

Its Board of Public Works and Mayor.

ATTEST:

[signature]

Secretary and Clerk

[signature]

ASSOCIATE CITY ATTORNEY

Manhole Castings (Type "A")	Two hundred dollars and no cents per each	200.00
Curb Removal	Four dollars and no cents per lineal foot	4.00
Curb (Type II-B)	Fifteen dollars and no cents per lineal foot	15.00
Total	Five hundred and fourteen thousand, one hundred and eighty-nine dollars and eleven cents	$514,189.11

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5948 - 1982

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing and restoring pavement as designated on the following streets to be known as:

1) HANNA STREET - From the south curb line of Rudisill Boulevard to the north curb line of Pettit Avenue.

2) SPATZ AVENUE - From the south curb line of McKinnie Avenue to the south property line of Sherwood Terrace.

3) SPATZ AVENUE - From the north property line of Maple Grove Avenue to the north curb line of Pettit Avenue.

4) MARCY LANE - From the east curb line of Werling Drive to a point 300 feet ± east thereof.

5) QUEEN STREET - From the northeast curb line of Standish Drive to the southwest curb line of Werling Drive.

6) WERLING DRIVE - From the northeast curb line of Plaza Drive to the southeast curb line of Queen Street (as platted west).

7) ATWOOD DRIVE - From the south curb line of West Colonial Avenue to the north curb line of Capitol Avenue.

8) WEISSER PARK AVENUE - From the south curb line of McKinnie Avenue to the north curb line of Pettit Avenue.

9) WEISSER PARK AVENUE - From the south curb line of Rudisill Boulevard to the north curb line of Baxter Street.

10) WEST COLONIAL AVENUE - From the east curb line of Anthony Boulevard to the west curb line of Plaza Drive.

11) WILLOUGHBY PLACE - From the north curb line of Werling Drive to its northern terminus.

12) BILLINGTON PLACE - From the north curb line of Werling Drive to its northern terminus.

13) S.W. ANTHONY WAYNE (Cul-De-Sac) - From S.W. Anthony Wayne Drive to its south-easterly terminus.

14) PETTIT AVENUE - From the east curb line of Hanna Street to the west curb line of Anthony Boulevard.

15) WINTER STREET - From the south curb line of McKinnie Avenue to the north curb line of Capitol Avenue.

16) WOODSDALE DRIVE - From the south curb line of Capitol Avenue to the north curb line of Maple Grove Avenue.

17) ROBERTA DRIVE - From the west curb line of Salem Lane to a point 380 feet southwest thereof.

18) SALEM LANE - From the south curb line of Maple Grove Avenue to the south property line of Roberta Drive.

19) PALISADE DRIVE - From the east curb line of Fruehauf Drive to the west curb line of Salem Lane.

IMPROVEMENT RESOLUTION
FOR STREETS

NO. 5948 - 1982

(Continued)

20) PALISADE DRIVE - From the west curb line of Radcliff Drive to the east property line of Cascade Drive.

21) ASHCROFT DRIVE - From the north property line of Lot #619, Anthony Wayne Village, to the west curb line of Salem Lane.

22) WINSTON DRIVE - From the north curb line of Andre Lane (as platted east) to the north curb line of Schaper Drive.

23) MARVIN DRIVE - From a point 200 feet north of Andre Lane to the northeast curb line of Austin Drive.

24) AUSTIN DRIVE - From the north property line of Marvin Drive (as platted east) to the northeast curb line of Schaper Drive.

25) MAPLE GROVE AVENUE - From the east curb line of Werling Drive to the west pavement line of Hessen Cassel Road.

26) CHRISTOFER LANE - From the west curb line of Salem Lane to the north property line of Lot #619 of Anthony Wayne Village.

27) MAULDIN DRIVE - From the east pavement line of Fruehauf Drive to the west curb line of Adams Street.

28) EVANS STREET - From the east curb line of Fruehauf Drive to the west curb line of Adams Street.

29) DREXEL AVENUE - From the east curb line of Fruehauf Drive to the west curb line of Adams Street.

30) TRENTMAN AVENUE - From the east curb line of Fruehauf Drive to the east property line of Lot #78, Pennsylvania Addition (House #2833).

31) TRAVERS PLACE - From the east curb line of Queen Street to its northeasterly terminus.

32) MAVERICK PLACE - From the east curb line of Queen Street to its northeasterly terminus.

with Hot Asphalt Binder (as per design mix formula)
with Hot Asphalt Top Surface (as per design mix formula)

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid from monies appropriated from the General Obligation Bonds and designated as "Municipal Bonds - 1982."

ADOPTED, this 28th day of July, 1982.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

ATTEST: Sandra Kennedy
Secretary & Clerk

Stephen A. Bailey, Chairman

Roberta Anderson-Staten, Member

Betty R. Collins, Member

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we BROOKS CONSTRUCTION COMPANY, INC. as Principal, and the American States Insurance Company ______________, a corporation organized under the laws of the State of Indiana ______, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of FIVE HUNDRED AND FOURTEEN THOUSAND, ONE HUNDRED AND EIGHTY-NINE DOLLARS AND ELEVEN CENTS --------------------- ($ 514,189.11----------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 15th day of September ______, 1982, enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5948-82

To improve the 6th Councilmanic District (1982 Resurfacing) - See attached copy of Improvement Resolution for detailed list of streets.

at a cost of $ 514,189.11------- , according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

BROOKS CONSTRUCTION COMPANY, INC.
(Contractor)

BY: Robert F. Brooks

ITS: President

ATTEST:

J. R. Brooks

Corporate Secretary
(Title)

American States Insurance Company
Surety

*BY: N. Richard Brenger
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint

---------------------------------- N. RICHARD BOERGER ----------------------------------

of Ft. Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

in connection with a bond for Brooks Construction Company, Inc. in the penal sum of

SIX MILLION AND NO/100 ($6,000,000.00) DOLLARS ----------------------------------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 16th day of August

A. D. 19 78

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Thomas M. Ober
Assistant Secretary

STATE OF INDIANA
COUNTY OF MARION } SS:

On this 16th day of August, A. D., 19 78 before me personally came

William M. Evans, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1981
My Commission Expires

Linda J. Cannon
Notary Public

STATE OF INDIANA
COUNTY OF MARION } SS:

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 7th

day of September, A. D., 1982.

(SEAL)

Thomas M. Ober
Assistant Secretary

Form 9-1459 (12-72)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

------------------------------ BROOKS CONSTRUCTION COMPANY, INC. --------------------
(Name of Contractor)

------------------ 1123 BARTHOLD STREET, FORT WAYNE, INDIANA 46898 -----------------
(Address)

a ~~American States Insurance Co.~~ Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and American States Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FIVE HUNDRED AND FOURTEEN THOUSAND, ONE HUNDRED AND EIGHTY-NINE DOLLARS AND ELEVEN CENTS ---------------------- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 15th day of September, 19 82, for the construction of:

Improvement Resolution No. 5948-82

To improve the 6th Councilmanic District (1982 Resurfacing) - See attached copy of Improvement Resolution for detailed list of streets.

at a cost of FIVE HUNDRED AND FOURTEEN THOUSAND, ONE HUNDRED AND EIGHTY-NINE DOLLARS AND ELEVEN CENTS -- ($514,189.11---------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this 15th day of September, ~~1979.~~ 1982

(SEAL)

ATTEST:

[signature]
(Principal) Secretary

BROOKS CONSTRUCTION COMPANY, INC.
Principal

BY Robert F. Brooks
President
(Title)

1123 Barthold Street
(Address)

Donna M. Alles
Witness as to Principal

3126 Trenton Ct.
(Address)
Ft. Wayne, In 46808

American States Insurance Comp.
Surety
BY M. Richard Brenges
Attorney-in-Fact
(Authorized Agent)

222 West Berry St.
Ft. Wayne, In. 46802
(Address)

Joyce A. Spitler
Witness as to Surety

356 W. Bryan St.
(Address)
Berne, Ind. 46711

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted

and appointed, and does by these presents make, constitute and appoint

---------------------------------- N. RICHARD BOERGER ----------------------------

of Ft. Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

in connection with a bond for Brooks Construction Company, Inc. in the penal sum of

SIX MILLION AND NO/100 ($6,000,000.00) DOLLARS ----------------------------------

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 16th day of August A.D. 19 78

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Thomas M. Ober
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 16th day of August, A. D., 19 78 before me personally came William M. Evans, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order. And said William M. Evans further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

January 10, 1981
My Commission Expires

Linda J. Cannon
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1972.

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 7th day of September, A. D., 1982.

(SEAL)

Thomas M. Ober
Assistant Secretary

Form 9-1459 (12-72)

TITLE OF ORDINANCE Resolution 5948-82, 6th Councilmanic District

DEPARTMENT REQUESTING ORDINANCE Board of Public Works S-82-11-26

SYNOPSIS OF ORDINANCE Resurfacing and restoring pavement on the following sts.

1) Hanna 2) Spatz Ave. from s. curb line of McKinnie Ave. to S. property line of Sherwood Terrace 3) Spatz Ave. from n. property line of Maple Grove Ave. to the north curb line of pettit Ave. 4) March Lane 5) Queen St. 6) Werling Dr. 7) Atwood Drive 8) Weisser Park Ave. from the s. curb line of McKinnie Ave. to the N. curb line of pettit Ave. 9) Weisser Park Ave. from the s. curb line of Rudisill Blvd. to the n. curb line of Baxter St. 10) West Colonial Ave. 11) Willoughby Place 12) Billington Place 13) S. W. Anthony Wayne 14) Pettit Ave. 15) Winter Street 16) Woodsdale Drive 17) Roberta Drive 18) Salem Lane 19) Palisade Drive – from the e. curb line of Fruehauf Drive to the w. curb line of Salem Lane 20) Palisade Drive from the w. curb line of Radcliff Drive to e. property line of Cascade Dr. 21) Ashcroft Dr. 22) Winston Dr. 23) Marvin Dr. 24) Austin Dr. 25) Maple Grove Ave. 26) Christofer Lane 27) Mauldin Drive 28) Evans St. 29) Drexel Ave. 30) Trentman Ave. 31) Travers Place 32) Maverick P

Contract awarded to Brooks Construction Company, Inc.
Prior Approval received August 24, 1982

EFFECT OF PASSAGE Street improvement 6th Counmanic District

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $514,189.11

ASSIGNED TO COMMITTEE